

EXHIBIT R

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- and -

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Debtors and Debtors-in-Possession

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<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re : Chapter 11
: .
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
: .
Debtors. : (Jointly Administered)
----- x

DECLARATION OF TINA WEBER IN SUPPORT OF DEBTORS' OBJECTION TO
PROOF OF CLAIM NO. 1279 (NU-TECH PLASTICS ENGINEERING, INC.)

I, Tina Weber, declare as follows:

1. I am currently a Delphi Powertrain Business Line Purchasing Manager. I have been employed by General Motors Corporation ("GM") or Delphi Corporation ("Delphi") since 1977. From 1992 to late 1998 I was a chemical-commodity manager for GM with supervisory authority over certain buyers, including Trenia Patrick (formerly Trenia Turner) and another buyer who dealt directly with Nu-Tech Plastics Engineering, Inc. ("Nu-Tech"). In late 1998, I was named a GM business-line purchasing manager and held that position until Delphi separated from GM in 1999.

2. I make this declaration in support of Delphi's objection to proof of claim number 1279 filed by Nu-Tech. The statements in this declaration are based upon my personal knowledge.

3. Nu-Tech supplied several parts to GM and Delphi Automotive Systems LLC ("DAS") from 1996 through 2000, including a fuel reservoir identified as part number 25160694 (the "Part"). During that period, Nu-Tech participated in a mentorship program for minority-owned suppliers that was established by GM and continued by Delphi.

4. Nu-Tech entered into its first Part-related agreement with GM (not DAS) in November 1997, when GM added the Part to an existing purchase order by issuing Purchase Order 8C934, Rev. No. 002, a copy of which is attached to this declaration as Exhibit A. Purchase Order 8C934, Rev. No. 002 expired on July 31, 1998, and it is my understanding that Nu-Tech is not asserting that DAS breached that agreement.

5. In June 1998, GM (not DAS) issued a new purchase order covering the Part – Purchase Order 9C941, a copy of which is attached to this declaration as Exhibit B – with a term running from August 1, 1998, through July 31, 1999. A short time after it issued Purchase

Order 9C941, GM transitioned from one purchasing system (PPS) to another (GPS). In August 1998, after the transition, GM (not DAS) reissued its purchase order for the Part using the new purchasing system's form – Standard Blanket Contract Number N580000B (the "GM Purchase Order"), a copy of which is attached to this declaration as Exhibit C.

6. Although Ms. Patrick asserts in her declaration that she issued the GM Purchase Order when "Delphi was spun off by General Motors" (Patrick Dec. ¶ 24), and that DAS "assumed" Purchase Order 9C941 by issuing the GM Purchase Order (id.), that is not the case. The GM Purchase Order was issued in August 1998, months before the spin-off in 1999. And again, the purpose of the GM Purchase Order was merely to reissue Purchase Order 9C941 using the form from GM's new purchasing system, without changing the terms of the agreement.

7. Meanwhile, in June 1998, one of GM's labor unions stopped work at two GM plants in Flint, Michigan. As part of its agreement with the union settling the work stoppage in July 1998, GM agreed to produce the Part itself using union labor. By the end of 1998, GM had recovered from Nu-Tech's plant all of the GM tools needed to produce the Part.

8. In May 1999, DAS issued Amendment Number 1 to Standard Blanket Contract N580000B (the "Purchase Order"), a copy of which is attached to this declaration as Exhibit D. This Purchase Order, which was Nu-Tech's first Part-related agreement with DAS (as opposed to GM), extended the term of the GM Purchase Order through December 31, 2000. At the time of this amendment, Nu-Tech did not have the GM tools needed to produce the Part and DAS was under an obligation to produce the Part itself as part of the labor agreement ending the strike in the summer of 1998.

9. Nu-Tech was placed in Delphi's troubled-supplier program in September 1999. As part of that program, Delphi's business consultant, BBK, Ltd. ("BBK"), was sent to

Nu-Tech's headquarters to monitor and develop potential strategies for improving Nu-Tech's business. At about the same time, Nu-Tech, with the assistance of Delphi and BBK, began to look at potential acquirers. Nu-Tech ultimately agreed to sell its assets to another supplier, Rapid Product Technologies, L.L.C. ("Rapid"), in January 2000. On January 15, 2000, the day after Nu-Tech executed its final agreement with Rapid, DAS issued an amendment to the Purchase Order (the "Amended Purchase Order") substituting Rapid as the seller of the Part. A copy of the Amended Purchase Order is attached to this declaration as Exhibit E.

10. To my knowledge, Nu-Tech did not communicate to Delphi or DAS its assertion that DAS had breached the agreement concerning the Part until it filed its lawsuit against GM and DAS in December 2002.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 5, 2007.



Tina Weber
TINA WEBER

EXHIBIT A



AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
 GENERAL MOTORS CORPORATION
 PLEASE REFER TO
 CLAUSES FOR RETURN
 ADDRESS INFORMATION

SHANNON SANS 932543663

1998 MODEL YEAR

25TH PROX OR NONE/25TH PROX

| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE | PAGE |
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| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC MI | COLLECT | BHBC | 11/17/97 | 1 OF 10 |

REQUIREMENTS CONTRACT
 REVISION

PO/REV NOTES:

THIS REVISION TO ADD PART NUMBER 25160694 TO CONTRACT.
 PLANT 02 FACTORY ASSIST
 PRICE OF \$ 1.86 HAS BEEN ESTABLISHED AND REPRESENTS AN
 ESTIMATE BASED ON AN AVERAGE MATERIAL PRICE.
 APPROPRIATE ADJUSTMENT WILL BE MADE TO PIECE PRICE, DEPENDING
 ON FINAL DECISION TO CONSIGN MATERIAL OR ALLOW UNTECH TO
 PURCHASE DIRECT.
 LYNN ARENS 11-6-97

PO/REV CLAUSES:

ACI THE NAO DISBURSEMENT CENTER WILL GENERATE PAYMENT FOR MATERIAL SHIPMENTS FOR PART NUMBERS DETAILED ON YOUR GM CONTRACT AT THE CURRENT CONTRACT UNIT PRICE.

TO FACILITATE PAYMENT YOU MUST ADHERE TO THE FOLLOWING GUIDELINES:
 PACKING SLIPS MUST BE ATTACHED TO EACH SHIPMENT AND INCLUDE THE FOLLOWING DETAIL:

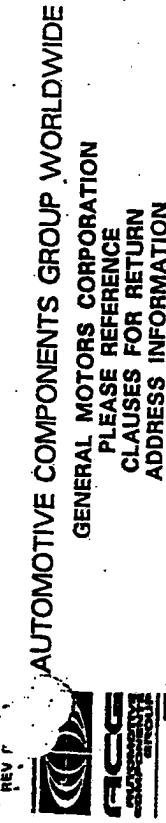
1. P.O. NUMBER PROVIDED BY DELPHI ENERGY & ENGINE MGT SYSTEMS
2. GM PART NUMBER ASSIGNED
3. DESCRIPTION OF ITEM SHIPPED
4. SHIP DATE
5. SHIPPING IDENTIFICATION NUMBER - A UNIQUE PACKING SLIP OR

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, RPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
 VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN.
 RELEASE AGAINST PURCHASE ORDER OR D869 REV. 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

NJ TECH PLASTICS ENGINEERING
 JOHN MAILEY-PRESIDENT
 8018 EMBURY ROAD
 GRAND BLANC MI 48439

BUYER: CFF TRENIA A. TURNER
 ACKNOWLEDGED BY DATE



AUTOMOTIVE COMPONENTS GROUP WORLDWIDE

GENERAL MOTORS CORPORATION
PLEASE REFERENCE
CLAUSES FOR RETURN
ADDRESS INFORMATION

SHIN-BIANS 932543663

PURCHASE ORDER

1998 MODEL YEAR

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REQUIREMENTS CONTRACT
REVISION

PO/REV CLAUSES:

ACI

6. INVOICE NUMBER FOR EACH SHIPMENT
SHIP FROM DUN AND BRADSTREET NUMBER

DO NOT SEND INVOICES FOR MATERIAL (PRODUCT) SHIPMENTS. THE MATERIAL SHIPPED WILL BE PAID UNDER THE EVALUATED "PRICED" RECEIPT STRATEGY OF NAO DISBURSEMENTS. THE PACKING SLIP NUMBER USED TO IDENTIFY THE SHIPMENT MUST BE A NUMBER YOUR RECEIVABLES CAN USE TO IDENTIFY THE PAYMENT ON YOUR REMITTANCE ADVICE.

PHONE CALLS REGARDING QUANTITY DISCREPANCIES MUST BE DIRECTED TO THE REQUISITIONER.

PHONE CALLS REGARDING PRICE DISCREPANCIES MUST BE DIRECTED TO THE BUYER.

A MONTHLY STATEMENT IS REQUIRED TO BE SENT TO NAO DISBURSEMENTS:

NAO DISBURSEMENTS
DELPHI ENERGY & ENGINE MANAGEMENT SYSTEMS
PO BOX 436037
PONTIAC MI 48343-6037

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN.
RELEASE AGAINST PURCHASE ORDER, OR D689 REV. 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

BUYER: CFF TRENIA A. TURNER
ACKNOWLEDGED BY

DATE

030047-000749



AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
GENERAL MOTORS CORPORATION
PLEASE REFER TO
CLAUSES FOR RETURN
ADDRESS INFORMATION

SHIPPING NO. 9326436633

NET 25TH PROX OR NONE/25TH PROX

| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE | PAGE |
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REQUIREMENTS CONTRACT
REVISION

PO/REV CLAUSES:

ACI

PLEASE NOTE: FOR TERMS ON THE CONTRACT ARE FREIGHT COLLECT. ALL COMMON CARRIER CHARGES MUST BE SENT COLLECT UNLESS OTHER TERMS ARE NOTED ON THE CONTRACT. NO DISBURSEMENTS WILL NOT PROCESS FREIGHT PAYMENTS DIRECT TO THE SUPPLIER.

UPS "CONSIGNEE BILLING", QUESTIONS SHOULD BE DIRECTED TO UPS BY PHONING 1-800-354-7527. PLEASE HAVE YOUR INDIVIDUAL LOCATION UPS SHIPPER ACCOUNT NUMBER READY WHEN CALLING.

AED

CALL (800) 436-6668 FOR TRANSPORTATION ROUTING INSTRUCTIONS FOR DELPHI ENERGY AND ENGINE MANAGEMENT SYSTEMS SHIPMENTS. THIS SUPERCEDES ANY PREVIOUS ROUTING INSTRUCTION ISSUED.

SELLER SHALL DEMONSTRATE THAT SELLER HAS THE ABILITY TO RECEIVE AND PROCESS ORDERS, FORECASTS, PLANNING AND SHIPPING INFORMATION FOR GENERAL MOTORS AND THEIR CUSTOMERS AND SUPPLIERS, USING EDI AS THE METHOD FOR COMMUNICATION USING ANSI X12 STANDARDS FOR TRANSMISSIONS AND TRANSACTION SETS DEFINED BY THE GENERAL MOTORS CUSTOMER FOR EACH

PRODUCT SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL. VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE'S REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN. RELEASE AGAINST PURCHASE ORDER, OR D869 REV. 4-76, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

BUYER:

CFF TRENIA A. TURNER

ACKNOWLEDGED BY



AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
GENERAL MOTORS CORPORATION
 PLEASE REFER TO
 CLAUSES FOR RETURN
 ADDRESS INFORMATION

SHIPPING NUMBER: 9325443663

PURCHASE ORDER

1998 MODEL YEAR

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REQUIREMENTS CONTRACT
REVISION

PO/REV CLAUSES:

AED EDI APPLICATION. SELLER SHALL ALSO DEMONSTRATE THE ABILITY TO
 GENERATE THE GM 1724, LABEL USING INFORMATION TRANSMITTED IN THE
 AIAG ANSI X-12, 862 TRANSACTION SET.

SELLER SHALL PROVIDE COMMON BAR CODED SHIPPING LABELS AS THE MEANS
 TO IDENTIFY GOODS FOR SHIPMENT AS DEFINED IN THE "GM 1724 GENERAL
 MOTORS SHIPPING PARTS IDENTIFICATION LABEL STANDARDS", PUBLISHED
 BY THE SUPPLIER QUALITY ADMINISTRATION, GENERAL MOTORS WORLDWIDE
 PURCHASING.

CAP INVOICE TO ADDRESS:

NAO DISBURSEMENTS
 DELPHI ENERGY & ENGINE MANAGEMENT SYSTEMS
 PO BOX 436037
 PONTIAC MI 48343-6037

CFL CLAUSE CFL - CORPORATE FORCED LABOR & QUALITY CLAUSE:
 SELLER REPRESENTS THAT GOODS PURCHASED UNDER THIS ORDER WERE NOT
 PRODUCED WITH FORCED LABOR (AS DEFINED IN 19 U.S.C. 1307) EITHER

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL
 PROCESS, PAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
 VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF,
 APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE'S REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN.
 RELEASE AGAINST PURCHASE ORDER, OR D669 REV 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES
 AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

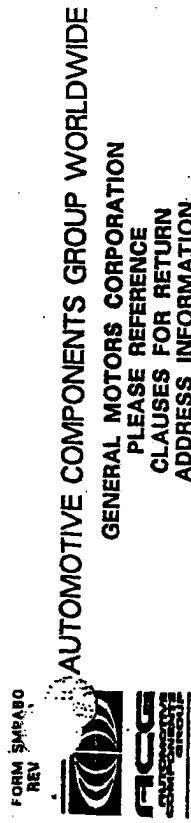
BUYER:

CFF TRENIA A. TURNER

ACKNOWLEDGED BY

DATE

030047-000751



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PO/REV CLAUSES:

CFL BY SELLER OR SELLER'S SUPPLIERS. SELLER SHALL INDEMNIFY BUYER AGAINST ANY LIABILITY BUYER MAY INCUR IF THIS REPRESENTATION IS INCORRECT.

SELLER AGREES TO PARTICIPATE IN BUYER'S SUPPLIER QUALITY AND DEVELOPMENT PROGRAM(S). IN ADDITION, SELLER SHALL COMPLY WITH ALL QUALITY REQUIREMENTS AND PROCEDURES SPECIFIED BY BUYER, AS THE SAME MAY BE REVISED FROM TIME TO TIME, INCLUDING THOSE APPLICABLE TO SELLER AS SET FORTH IN "QUALITY SYSTEM REQUIREMENTS QS-9000".

GOVERNING LAW: THIS AGREEMENT AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN, UNITED STATES OF AMERICA, BUT NOT INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR INTERNATIONAL SALES OF GOODS. ANY DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF MICHIGAN.

SELLER, AND ANY GOODS AND SERVICES SUPPLIED BY SELLER, SHALL BE YEAR 2000 COMPLIANT AND COMPATIBLE, AND SHALL FUNCTION WITHOUT ERROR OR FAULT IN THE PROCESSING (INCLUDING, BUT NOT LIMITED TO: CALCULATING, MANAGING, MANIPULATING, COMPARING, AND SEQUENCING) OF DATE AND DATE-RELATED DATA, FOR THE YEARS 2000 AND BEYOND. AT BUYER'S REQUEST,

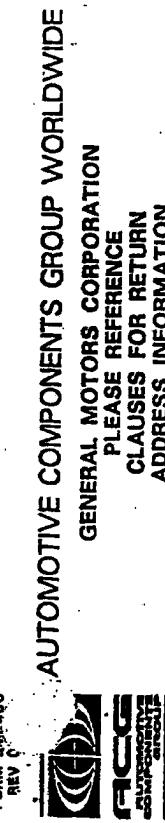
PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE. VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE'S REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN. RELEASE AGAINST PURCHASE ORDER, OR D669 REV. 4-76, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

BUYER:

CFF TRENIA A. TURNER

DATE
 ACKNOWLEDGED BY



SHIP-ONS

932543663

THIS PURCHASE ORDER
NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, PACKING SLIPS,
AND BILLS OF LADING.

PURCHASE ORDER

1998 MODEL YEAR

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PO/REV CLAUSES:
CFL SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING.

C7B (RIGHT TO AUDIT):

GM BUYER RESERVES THE RIGHT TO AUDIT ALL PERTINENT DOCUMENTS RELATING TO THE GOODS OR SERVICES COVERED BY THIS PURCHASE ORDER AND IF REQUESTED BY BUYER, SELLER SHALL PROVIDE SUCH DOCUMENTATION PROMPTLY.

C40 IF MATH DATA IS TO BE UTILIZED FOR THIS ORDER, C4 COMPLIANCE IS REQUIRED. THE FOLLOWING C4 GUIDELINES SHOULD BE USED IN CONJUNCTION WITH THE GM SUPPLIER C4 INFORMATION BOOKLET (GM-1825), AS WELL AS ANY RELATED STATEMENTS OF WORK, STATEMENTS OF REQUIREMENTS, OR OTHER SPECIFICATIONS DOCUMENTS GOVERNING THE USE OF C4 AND MATH DATA FOR THIS ORDER.

BUYER'S PREFERENCE IS TO PROVIDE ALL MATH DATA TRANSMISSIONS TO SELLER IN THE NATIVE FILE FORMAT OF BUYER'S MATH DATA MASTER. IF NON-STRATEGIC SOFTWARE IS USED, SELLER ASSUMES ALL COSTS ASSOCIATED WITH ADDITIONAL TRANSLATIONS. IF SELLER IS TO RETURN ANY MATH DATA, IT MUST BE DATABANKED IN THE NATIVE FILE FORMAT OF THE MATH DATA MASTER.

SELLER IS RESPONSIBLE FOR THE INSPECTION AND VERIFICATION OF PARTS TO THE BUYER'S MATH DATA MASTER.

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN.
RELEASE AGAINST PURCHASE ORDER, OR D089 REV 4-7B, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

BUYER: CFF TRENIA A. TURNER

ACKNOWLEDGED BY:

DATE

030047-000753

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|--|----------------------------|
| AUTOMOTIVE COMPONENTS GROUP WORLDWIDE | |
| GENERAL MOTORS CORPORATION | |
| PLEASE REFER TO CLAUSES FOR RETURN ADDRESS INFORMATION | |
| SHIPPING ADDRESS | 932543663 |
| NET | PAYMENT TERMS 25TH PROX |
| 25TH PROX | OR NONE/25TH PROX |

PURCHASE ORDER
1998 MODEL YEAR
REVISION
REQUIREMENTS CONTRACT

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PO/REV CLAUSES:

C40

IF PORTABLE MATH DATA MEDIA (MAGNETIC TAPES, CASSETTES, OR DISKS) ARE USED, SUCH ITEMS AND ANY COPIES BELONG SOLELY TO BUYER AND MUST BE RETURNED WITHIN 30 DAYS. BUYER'S PORTABLE MATH DATA MEDIA ARE NOT TO BE USED OR STORED ON SELLER'S LIBRARIES.

BUYER DEVELOPED PROPRIETARY PRODUCTIVITY TOOLS (SUCH AS UG/GRIP, USER FUNCTIONS, UNIX SCRIPTS, ETC.), PROVIDED FOR USE IN CONNECTION WITH THIS ORDER, SHALL NOT BE UTILIZED BY SELLER FOR ANY PURPOSE(S) OTHER THAN THIS ORDER. ALL COPIES OF BUYER'S PROPRIETARY PRODUCTIVITY TOOLS ARE TO BE DESTROYED OR RETURNED TO BUYER UPON REQUEST OR AT COMPLETION OF THIS ORDER.

C95 CLAUSE C95 - SERVICE REQUIREMENTS:

IN ACCEPTING A PRODUCTION CONTRACT, SELLER IS RESPONSIBLE FOR MAINTAINING TOOLS TO DRAWING SPECIFICATIONS AND PROVIDING, WHEN SCHEDULED, ANY FUTURE SERVICE REQUIREMENTS FOR CONTRACTED PARTS. TOOLING MUST BE MAINTAINED UNTIL SELLER RECEIVES WRITTEN NOTICE FROM A GM BUYER AUTHORIZING THE MOVEMENT OR SCRAP OF TOOLS.

SELLER AGREES TO PROVIDE ALL INFORMATION NECESSARY FOR BUYER TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND RELATED LEGAL REPORTING OBLIGATIONS IN THE COUNTRY(IES) OF DESTINATION. SELLER AGREES TO PROVIDE ALL DOCUMENTATION AND/OR ELECTRONIC TRANSACTION

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
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RELEASE AGAINST PURCHASE ORDER OR D669 REV A-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

BUYER: CFF TRENIA A. TURNER
DATE:

030047-000754



THIS PURCHASE ORDER
NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, PACKING SLIPS,
AND BILLS OF LADING.

PURCHASE ORDER

1998 MODEL YEAR
932543663

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REQUIREMENTS CONTRACT
REVISION

PO/REV CLAUSES:

C95 RECORDS TO ALLOW BUYER TO MEET CUSTOMS RELATED OBLIGATIONS, ANY LOCAL CONTENT/ORIGIN REQUIREMENTS, AND TO OBTAIN ALL TARIFF AND TRADE PROGRAM DUTY AVOIDANCE(S) AND/OR REFUND BENEFITS, WHERE APPLICABLE.

SELLER AGREES TO COMPLY WITH THE AUTOMOTIVE INDUSTRY ACTION GROUP'S (AIAG) DOCUMENT AND EDI PROTOCOL AND STANDARDS IN THEIR SUPPLIER INFORMATION KIT FOR US, CANADA, AND MEXICO IMPORTS.

SELLER AGREES TO ASSUME, AND TO INDEMNIFY BUYER AGAINST, ANY AND ALL FINANCIAL RESPONSIBILITY ARISING FROM SELLER'S FAILURE TO COMPLY WITH THESE REQUIREMENTS AND/OR TO SUPPLY BUYER WITH THE INFORMATION REQUIRED TO MEET LEGAL REPORTING OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, FORFEITURES, OR COUNSEL FEES INCURRED OR IMPOSED AS A RESULT OF ACTIONS TAKEN BY THE IMPORTING COUNTRY'S GOVERNMENT.

..... PREMIUM FREIGHT CLAUSE.....
IF SELLER'S ACTS OR OMISSIONS RESULT IN SELLER'S FAILURE TO MEET BUYER'S REQUIREMENTS AND BUYER REQUIRES A MORE EXPEDITIOUS METHOD OF TRANSPORTATION FOR THE GOODS THAN THE TRANSPORTATION METHOD ORIGINALLY SPECIFIED BY BUYER, SELLER SHALL SHIP THE GOODS AS IMPORTING COUNTRY'S GOVERNMENT.

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
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TAX INFORMATION:

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| BUYER: | CFF TRENIA A. TURNER |
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BUYER:

CFF TRENIA A. TURNER

ACKNOWLEDGED BY _____ DATE _____

FORM 5
 REV. 1
 AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
 GENERAL MOTORS CORPORATION
 PLEASE REFER TO
 CLAUSES FOR RETURN
 ADDRESS INFORMATION

FCCG
 Subsidiary of GM
 10

SHIPPING
 932543663

PURCHASE ORDER

1998 MODEL YEAR

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| THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS, AND BILLS OF LADING. | |
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| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE |
|-----------|-------------------|--------------|--------------|----------|----------------|
| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC | MI | COLLECT | BHBC |

REQUIREMENTS CONTRACT
 REVISION

PO/REV CLAUSES:

C95 EXPEDITIOUSLY AS POSSIBLE AT SELLER'S SOLE EXPENSE.
 SCE SUPPLIER AGREES TO PROVIDE TO GENERAL MOTORS CORPORATION ANY
 COST DATA OR DOCUMENTATION AS REQUESTED BY THE GENERAL MOTORS
 COST ENGINEERING ACTIVITY.

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
 VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE'S REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN.
 RELEASE AGAINST PURCHASE ORDER, OR D869 REV. 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

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| TAX INFORMATION: |
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030047-000756

BUYER:

CFF TRENIA A. TURNER

DATE
 ACKNOWLEDGED BY

RE: CLAUSES FOR ADDRESS
AC DELCO SYSTEMS

VENDOR: BHBC NU TECH PLASTICS ENGINEERING
BUYER: CFF TRENT A. TURNER

THIS PURCHASE ORDER
NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, PACKING SLIPS,
AND BILLS OF LADING.

PURCHASE ORDER
1998 MODEL YEAR

| PART NUMBER | PART DESCRIPTION | R E A | C E A | M T S R | APRX. % OF BUS. | DAILY CAPACITY /HOURS | PRICES EXPENDABLE RETURNABLE | CURR UNIT | DATE EFFECTIVE EXPIRATION | SAMPLE DATE | DRAWING DATE/ NUMBER |
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| 25160694 | RESERVOIR-F/PMP | X | | 2 N | 14000 16 | 100 | 1.86000 | USD EACH | 11/17/97 07/31/98 | 11/14/97 | 03/07/96 |

25160694 002 11/05/97 10 OF 10

EXHIBIT B



AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
GENERAL MOTORS CORPORATION
PLEASE REFERENCE
CLAUSES FOR RETURN
ADDRESS INFORMATION

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|-------------|-----------|---------------|---------------------------------------|--------------|-------------------|--------------|---------|----------|--------------------------|----------------------|------------|-----------------|
| SHIP TO BNS | 932543663 | PAYMENT TERMS | NET 25TH PROX OR NONE/25TH PROX | F.O.B. POINT | GRAND BLANC MI | F.O.B. TERMS | COLLECT | Z NUMBER | P.G. NO. 90841 000 | REV. NO. 06/23/98 | ISSUE DATE | PAGE 1 OF 10 |
|-------------|-----------|---------------|---------------------------------------|--------------|-------------------|--------------|---------|----------|--------------------------|----------------------|------------|-----------------|

PURCHASE ORDER
1999 MODEL YEAR

REQUIREMENTS CONTRACT

PO/REV CLAUSES: ACT THE NAO DISBURSEMENT CENTER WILL GENERATE PAYMENT FOR MATERIAL SHIPMENTS FOR PART NUMBERS DETAILED ON YOUR GM CONTRACT AT THE CURRENT CONTRACT UNIT PRICE.

TO FACILITATE PAYMENT YOU MUST ADHERE TO THE FOLLOWING GUIDELINES:
PACKING SLIPS MUST BE ATTACHED TO EACH SHIPMENT AND INCLUDE THE FOLLOWING DETAIL:

1. P.O. NUMBER PROVIDED BY DELPHI ENERGY & ENGINE MGT SYSTEMS
2. GM PART NUMBER ASSIGNED
3. DESCRIPTION OF ITEM SHIPPED
4. SHIP DATE
5. SHIPPING IDENTIFICATION NUMBER - A UNIQUE PACKING SLIP OR INVOICE NUMBER FOR EACH SHIPMENT NUMBER
6. SHIP FROM DUN AND BRADSTREET NUMBER

DO NOT SEND INVOICES FOR MATERIAL (PRODUCT) SHIPMENTS. THE MATERIAL SHIPPED WILL BE PAID UNDER THE EVALUATED "PRICED" RECEIPT STRATEGY OF NAO DISBURSEMENTS. THE PACKING SLIP NUMBER USED TO IDENTIFY THE SHIPMENT MUST BE A NUMBER YOUR RECEIVABLES CAN USE TO IDENTIFY THE PAYMENT ON YOUR REMITTANCE ADVICE.

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL, WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PAP, BEFORE PRODUCTION SHIPMENTS ARE MADE. VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN. RELEASE AGAINST PURCHASE ORDER, OR D889 REV. 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

NU TECH PLASTICS ENGINEERING
JOHN MAILEY-PRESIDENT
8018 EMBURY ROAD
GRAND BLANC MI 48439

BUYER: CFF TRENIA A. TURNER

ACKNOWLEDGED BY

DATE

AUTOMOTIVE COMPONENTS GROUP WORLDWIDE



GENERAL MOTORS CORPORATION
 PLEASE REFERENCE
 CLAUSES FOR RETURN
 ADDRESS INFORMATION

PURCHASE ORDER

1999 MODEL YEAR

SHIPPING ADDRESS

9325436633

NET

PAYMENT TERMS
 25TH PROX
 OR NONE/25TH PROX

F.O.B. POINT
 GRAND BLANC
 MI

F.O.B. TERMS
 COLLECT

REQUIREMENTS CONTRACT

PO/REV CLAUSES:

ACI PHONE CALLS REGARDING QUANTITY DISCREPANCIES MUST BE DIRECTED TO THE
 REQUISITIONER.

PHONE CALLS REGARDING PRICE DISCREPANCIES MUST BE DIRECTED TO THE
 BUYER.

A MONTHLY STATEMENT IS REQUIRED TO BE SENT TO NAO DISBURSEMENTS:

NAO DISBURSEMENTS
 DELPHI ENERGY & ENGINE MANAGEMENT SYSTEMS
 PO BOX 436037
 PONTIAC MI 48343-6037

PLEASE NOTE; FOB TERMS ON THE CONTRACT ARE FREIGHT COLLECT. ALL
 COMMON CARRIER CHARGES MUST BE SENT COLLECT UNLESS OTHER TERMS ARE
 NOTED ON THE CONTRACT. NAO DISBURSEMENTS WILL NOT PROCESS FREIGHT
 PAYMENTS DIRECT TO THE SUPPLIER.

UPS "CONSIGNEE BILLING", QUESTIONS SHOULD BE DIRECTED TO UPS BY
 PHONING 1-800-354-7527. PLEASE HAVE YOUR INDIVIDUAL LOCATION UPS
 SHIPPER ACCOUNT NUMBER READY WHEN CALLING.

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELABILITY PRODUCTION PART APPROVAL
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 AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

BUYER: CFF TRENIA A. TURNER
 ACKNOWLEDGED BY _____
 DATE _____

DATE



AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
 GENERAL MOTORS CORPORATION
 PLEASE REFERENCE
 CLAUSES FOR RETURN
 ADDRESS INFORMATION

SHIPPING
 932543663

| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE | PAGE |
|-----------|-------------------|-------------------|--------------|----------|----------------|---------|
| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC MI | COLLECT | BHBC | 08/01/98 | 3 OF 10 |

REQUIREMENTS CONTRACT

PO/REV CLAUSES:

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CALL (800) 436-6668 FOR TRANSPORTATION ROUTING INSTRUCTIONS FOR
 DELPHI ENERGY AND ENGINE MANAGEMENT SYSTEMS SHIPMENTS.
 THIS SUPERCEDES ANY PREVIOUS ROUTING INSTRUCTION ISSUED.

SELLER SHALL DEMONSTRATE THAT SELLER HAS THE ABILITY TO RECEIVE AND
 PROCESS ORDERS, FORECASTS, PLANNING AND SHIPPING INFORMATION FOR
 GENERAL MOTORS AND THEIR CUSTOMERS AND SUPPLIERS, USING EDI AS THE
 METHOD FOR COMMUNICATION USING ANSI X12 STANDARDS FOR TRANSMISSIONS
 AND TRANSACTION SETS DEFINED BY THE GENERAL MOTORS CUSTOMER FOR EACH
 EDI APPLICATION. SELLER SHALL ALSO DEMONSTRATE THE ABILITY TO
 GENERATE THE GM 1724, LABEL USING INFORMATION TRANSMITTED IN THE
 AIAG ANSI X-12, 862 TRANSACTION SET.

SELLER SHALL PROVIDE COMMON BAR CODED SHIPPING LABELS AS THE MEANS
 TO IDENTIFY GOODS FOR SHIPMENT AS DEFINED IN THE "GM 1724 GENERAL
 MOTORS SHIPPING PARTS IDENTIFICATION LABEL STANDARDS", PUBLISHED
 BY THE SUPPLIER QUALITY ADMINISTRATION, GENERAL MOTORS WORLDWIDE
 PURCHASING.

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL
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TAX INFORMATION:

BUYER:

CFF TRENIA A. TURNER

ACKNOWLEDGED BY

DATE

AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
GENERAL MOTORS CORPORATION
PLEASE REFERENCE
CLAUSES FOR RETURN
ADDRESS INFORMATION



SHREWSBURY
SHREWSBURY
932543663

PURCHASE ORDER
1999 MODEL YEAR

| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE |
|-----------|-------------------|----------------|--------------|----------|----------------|
| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC MI | COLLECT | BHBC | 08/01/98 |

REQUIREMENTS CONTRACT

PO/REV CLAUSES:

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INVOICE TO ADDRESS:

NAO DISBURSEMENTS
DELPHI ENERGY & ENGINE MANAGEMENT SYSTEMS
PO BOX 436037
PONTIAC MI 48343-6037

CFL CLAUSE - CORPORATE FORCED LABOR & QUALITY CLAUSE;
SELLER REPRESENTS THAT GOODS PURCHASED UNDER THIS ORDER WERE NOT
PRODUCED WITH FORCED LABOR (AS DEFINED IN 19 U.S.C. 1307) EITHER
BY SELLER OR SELLER'S SUPPLIERS. SELLER SHALL INDEMNIFY BUYER
AGAINST ANY LIABILITY BUYER MAY INCUR IF THIS REPRESENTATION IS
INCORRECT.

SELLER AGREES TO PARTICIPATE IN BUYER'S SUPPLIER QUALITY AND
DEVELOPMENT PROGRAM(S). IN ADDITION, SELLER SHALL COMPLY WITH
ALL QUALITY REQUIREMENTS AND PROCEDURES SPECIFIED BY BUYER,
AS THE SAME MAY BE REVISED FROM TIME TO TIME, INCLUDING THOSE
APPLICABLE TO SELLER AS SET FORTH IN "QUALITY SYSTEM REQUIREMENTS
QS-9000".

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL
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AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

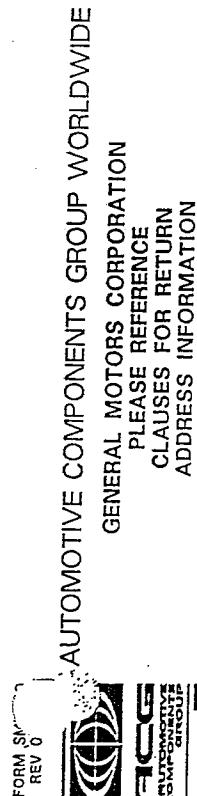
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BUYER:

CFF TRENIA A. TURNER

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DATE



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| PURCHASE ORDER | | ALL INVOICES, PACKAGES, PACKING SLIPS, AND BILLS OF LADING. | | |
| 1999 MODEL YEAR | | P.O. NO. | REV. NO. | ISSUE DATE |
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| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER |
| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC MI | COLLECT | BHBC |
| REQUIREMENTS CONTRACT | | | | |

PO/REV CLAUSES: CFL GOVERNING LAW: THIS AGREEMENT AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN, UNITED STATES OF AMERICA, BUT NOT INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR INTERNATIONAL SALES OF GOODS. ANY DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF MICHIGAN.

SELLER, AND ANY GOODS AND SERVICES SUPPLIED BY SELLER, SHALL BE YEAR 2000 COMPLIANT AND COMPATIBLE, AND SHALL FUNCTION WITHOUT ERROR OR FAULT IN THE PROCESSING (INCLUDING, BUT NOT LIMITED TO CALCULATING, MANAGING, MANIPULATING, COMPARING, AND SEQUENCING) OF DATE AND DATE-RELATED DATA, FOR THE YEARS 2000 AND BEYOND. AT BUYER'S REQUEST, SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING.

CT8 (RIGHT TO AUDIT): GM BUYER RESERVES THE RIGHT TO AUDIT ALL PERTINENT DOCUMENTS RELATING TO THE GOODS OR SERVICES COVERED BY THIS PURCHASE ORDER AND IF REQUESTED BY BUYER, SELLER SHALL PROVIDE SUCH DOCUMENTATION PROMPTLY.

C40 IF MATH DATA IS TO BE UTILIZED FOR THIS ORDER, C4 COMPLIANCE IS REQUIRED. THE FOLLOWING C4 GUIDELINES SHOULD BE USED IN CONJUNCTION WITH THE GM SUPPLIER C4 INFORMATION BOOKLET (GM-1825), AS WELL AS ANY

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE. VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE'S REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN. RELEASE AGAINST PURCHASE ORDER, OR D659 REV. 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

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BUYER: CFF TRENIA A. TURNER

ACKNOWLEDGED BY

DATE

AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
GENERAL MOTORS CORPORATION
PLEASE REFERENCE
CLAUSES FOR RETURN
ADDRESS INFORMATION



PURCHASE ORDER

1999 MODEL YEAR

SHREWDANS
932543663

| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE |
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| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC | M1 | COLLECT | BHBC |

REQUIREMENTS CONTRACT

PO/REV CLAUSES: C40 RELATED STATEMENTS OF WORK, STATEMENTS OF REQUIREMENTS, OR OTHER SPECIFICATIONS DOCUMENTS GOVERNING THE USE OF C4 AND MATH DATA FOR THIS ORDER.

BUYER'S PREFERENCE IS TO PROVIDE ALL MATH DATA TRANSMISSIONS TO SELLER IN THE NATIVE FILE FORMAT OF BUYER'S MATH DATA MASTER. IF NON-STRATEGIC SOFTWARE IS USED, SELLER ASSUMES ALL COSTS ASSOCIATED WITH ADDITIONAL TRANSLATIONS. IF SELLER IS TO RETURN ANY MATH DATA, IT MUST BE DATABANKED IN THE NATIVE FILE FORMAT OF THE MATH DATA MASTER.

SELLER IS RESPONSIBLE FOR THE INSPECTION AND VERIFICATION OF PARTS TO THE BUYER'S MATH DATA MASTER.

IF PORTABLE MATH DATA MEDIA (MAGNETIC TAPES, CASSETTES, OR DISKS) ARE USED, SUCH ITEMS AND ANY COPIES BELONG SOLELY TO BUYER AND MUST BE RETURNED WITHIN 30 DAYS. BUYER'S PORTABLE MATH DATA MEDIA ARE NOT TO BE USED OR STORED ON SELLER'S LIBRARIES.

BUYER DEVELOPED PROPRIETARY PRODUCTIVITY TOOLS (SUCH AS UG/GRIP, USER FUNCTIONS, UNIX SCRIPTS, ETC.), PROVIDED FOR USE IN CONNECTION WITH THIS ORDER, SHALL NOT BE UTILIZED BY SELLER FOR ANY PURPOSE(S) OTHER THAN THIS ORDER. ALL COPIES OF BUYER'S PROPRIETARY PRODUCTIVITY

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, PPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE. VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE'S REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN. RELEASE AGAINST PURCHASE ORDER, OR D669 REV. 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

BUYER:

CFF TRENIA A. TURNER

ACKNOWLEDGED BY

DATE

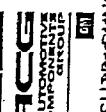
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AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
 GENERAL MOTORS CORPORATION
 PLEASE REFERENCE
 CLAUSES FOR RETURN
 ADDRESS INFORMATION



932543663

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| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE |
| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC MI | COLLECT | BHBC | 08/01/98 |

REQUIREMENTS CONTRACT

PO/REV CLAUSES:

C40 TOOLS ARE TO BE DESTROYED OR RETURNED TO BUYER UPON REQUEST OR AT COMPLETION OF THIS ORDER.

C95 CLAUSE C95 - SERVICE REQUIREMENTS:

IN ACCEPTING A PRODUCTION CONTRACT, SELLER IS RESPONSIBLE FOR MAINTAINING TOOLS TO DRAWING SPECIFICATIONS AND PROVIDING, WHEN SCHEDULED, ANY FUTURE SERVICE REQUIREMENTS FOR CONTRACTED PARTS. TOOLING MUST BE MAINTAINED UNTIL SELLER RECEIVES WRITTEN NOTICE FROM A GM BUYER AUTHORIZING THE MOVEMENT OR SCRAP OF TOOLS.

SELLER AGREES TO PROVIDE ALL INFORMATION NECESSARY FOR BUYER TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND RELATED LEGAL REPORTING OBLIGATIONS IN THE COUNTRY(IES) OF DESTINATION. SELLER AGREES TO PROVIDE ALL DOCUMENTATION AND/OR ELECTRONIC TRANSACTION RECORDS TO ALLOW BUYER TO MEET CUSTOMS RELATED OBLIGATIONS, ANY LOCAL CONTENT/ORIGIN REQUIREMENTS, AND TO OBTAIN ALL TARIFF AND TRADE PROGRAM DUTY AVOIDANCE(S) AND/OR REFUND BENEFITS, WHERE APPLICABLE.

SELLER AGREES TO COMPLY WITH THE AUTOMOTIVE INDUSTRY ACTION GROUP'S (AIAG) DOCUMENT AND EDI PROTOCOL AND STANDARDS IN THEIR SUPPLIER INFORMATION KIT FOR US, CANADA, AND MEXICO IMPORTS.

SELLER AGREES TO ASSUME, AND TO INDEMNIFY BUYER AGAINST, ANY AND ALL LIABILITY FOR ANY CLAIMS, LOSSES, OR EXPENSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, RELATED TO THE PURCHASE, USE, OR OPERATION OF THE PRODUCTS OR SERVICES PROVIDED BY SELLER.

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TAX INFORMATION:

BUYER: CFF TRENIA A. TURNER
 ACKNOWLEDGED BY

DATE

AUTOMOTIVE COMPONENTS GROUP WORLDWIDE
GENERAL MOTORS CORPORATION
PLEASE REFERENCE
CLAUSES FOR RETURN
ADDRESS INFORMATION



SHIPPING ADDRESS
932543663

| NET | PAYMENT TERMS | F.O.B. POINT | F.O.B. TERMS | Z NUMBER | EFFECTIVE DATE |
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| 25TH PROX | OR NONE/25TH PROX | GRAND BLANC | MI COLLECT | BHBC | 08/01/98 |

REQUIREMENTS CONTRACT

PO/REV CLAUSES: C95 ALL FINANCIAL RESPONSIBILITY ARISING FROM SELLER'S FAILURE TO COMPLY WITH THESE REQUIREMENTS AND/OR TO SUPPLY BUYER WITH THE INFORMATION REQUIRED TO MEET LEGAL REPORTING OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, FORFEITURES, OR COUNSEL FEES INCURRED OR IMPOSED AS A RESULT OF ACTIONS TAKEN BY THE IMPORTING COUNTRY'S GOVERNMENT.

IF SELLER'S ACTS OR OMISSIONS RESULT IN SELLER'S FAILURE TO MEET BUYER'S REQUIREMENTS AND BUYER REQUIRES A MORE EXPEDITIOUS METHOD OF TRANSPORTATION FOR THE GOODS THAN THE TRANSPORTATION METHOD ORIGINALLY SPECIFIED BY BUYER, SELLER SHALL SHIP THE GOODS AS EXPEDITIOUSLY AS POSSIBLE AT SELLER'S SOLE EXPENSE.
SCE SUPPLIER AGREES TO PROVIDE TO GENERAL MOTORS CORPORATION ANY COST DATA OR DOCUMENTATION AS REQUESTED BY THE GENERAL MOTORS COST ENGINEERING ACTIVITY.

GENERAL MOTORS CORPORATION

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| 90C9441 | 000 | 06/23/98 | 8 OF 10 |

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TAX INFORMATION:

BUYER:

CFF TRENIA A. TURNER

ACKNOWLEDGED BY

DATE

REF ID: A111111
DELCO SYSTEMS
REF ID: A111111
RELEASER CLAUSES FOR ADDRESSVENDOR: BHBC NU TECH PLASTICS ENGINEERING
BUYER : CFF TRENIA A. TURNERTHIS PURCHASE ORDER
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PURCHASE ORDER

1999 MODEL YEAR

| P.O. NO. | REV. NO. | ISSUE DATE | PAGE |
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| 9C94 | 000 | 06/23/98 | 9 OF 10 |

| PART NUMBER | PART DESCRIPTION | R | E | C | L | POS REQUIRED (CODES) | M T V I S R | DAILY CAPACITY /HOURS | APRX. % OF BUS. | PRICES EXPENDABLE RETURNABLE | CURR UNIT | DATES EFFECTIVE EXPIRATION | SAMPLE DATE | DRAWING DATE/ NUMBER |
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| 05638496 | CAP | | | A | | | N | 16 0 | 100 | 1.05000 | USD EA | 08/01/98 07/31/99 | | 09/03/93 |
| 06471223 | VALVE BODY | | | A | | | N | 16 0 | 100 | 0.39000 | USD EACH | 08/01/98 07/31/99 | | 09/03/93 |
| 06472369 | BODY VALVE | | | A | | | N | 16 0 | 100 | 0.95000 | USD EA | 08/01/98 07/31/99 | | 09/03/93 |
| 10243265 | RESERVOIR-FUEL | | | A | | | 2 N | 2235 10 | 100 | 0.58610 | USD EA | 08/01/98 07/31/99 | | 07/16/97 |
| 15624642 | RESERVOIR-F/TNK | | | A | | | N | 1376 16 | 100 | 1.58700 | USD EA | 08/01/98 07/31/99 | | 12/10/88 |
| 15701701 | RESERVOIR-FUEL | | | A | | | N | 2752 16 | 100 | 1.37900 | USD EA | 08/01/98 07/31/99 | | 12/12/91 |
| 15721555 | RESERVOIR-F/TNK | | | A | | | N | 2752 16 | 100 | 1.06200 | USD EA | 08/01/98 07/31/99 | | 01/07/97 |
| 15721556 | RESERVOIR-F/TNK | | | A | | | N | 2752 16 | 100 | 1.75000 | USD EA | 08/01/98 07/31/99 | | 09/19/96 |
| 25140109 | ARM | | | A | | | 3 N | 10000 16 | 100 | 0.13500 | USD EACH | 08/01/98 07/31/99 | | 08/16/95 |
| 25160694 | RESERVOIR-F/PMP | | | A | | | 2 N | 14000 16 | 100 | 1.86000 | USD EACH | 08/01/98 07/31/99 | | 03/17/98 |

REF C
C DELCO SYSTEMS
E CLAUSES FOR ADDRESS

VENDOR: BHBC NU TECH PLASTICS ENGINEERING
BUYER : CFF TRENIA A. TURNER

PURCHASE ORDER
1999 MODEL YEAR

THIS PURCHASE ORDER
NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, PACKING SLIPS,
AND BILLS OF LADING.

| PART NUMBER | PART DESCRIPTION | R E A | C L A | PQS REQUIRED (CODES) | M T S R | DAILY CAPACITY /HOURS | APRX. % OF BUS. | PRICEES EXPENDABLE RETURNABLE | CURR UNIT | DATES EFFECTIVE EXPIRATION | SAMPLE DATE | DRAWING DATE/ NUMBER |
|-------------|------------------|-------|-------|----------------------|---------|-----------------------|-----------------|-------------------------------|-----------|----------------------------|-------------|----------------------|
| 25554083 | RESERVOIR-F/TNK | A | | | 2 N | 1580 10 | 100 | 2 .28000 | USD EA | 08/01/98 07/31/99 | 01/09/98 | |

06/23/98
000

06/23/98

10 OF 10

EXHIBIT C

Standard Blanket Contract Number: N580000B

Amendment Number: 000

Part Number: 000000025160694

LINE ITEM DETAIL

DELPHI

Automotive Systems

GM Corporation

This Line Item is effective from 01-Aug-1998 through 31-Jul-1999

Part Description: RESERVOIR-F/PMP FUEL

Amendment Reason: New Contract Line Item

Manufacturing DUNS Number:

00932543663

Supplier Name and Manufacturing Address:

NU TECH PLASTICS ENGINEERING

8018 EMBURY

GRAND BLANC, MI 48439

UNITED STATES

Buyer Name:

Turner, Trenia

Buyer Code: CFF

Phone: 810-257-8305

Fax: 810-257-8016

Hazardous Material Indicator: N

Terms and Conditions

Standard Blanket Contract Number: N580 B Pg 30 of 37

Amendment Number: 000

Part Number: 000000025160694

This Period effective from 01-Aug-1998 through 31-Jul-1999

Freight Terms: Collect
Payment Terms: 25th Prox
Delivery Terms: FREE ON BOARD - USA
Delivery DUNS: 00932543663
Ship From DUNS: 00932543663
Daily Capacity: 14,000
Hours Per Day: 16
Price Type: Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in **USD**

| | |
|--------------------|----------|
| Base Price: | 1.860000 |
|--------------------|----------|

| | |
|---------------------|----------|
| Total Price: | 1.860000 |
| UOM: EACH. | |

Receiving Plants and Plant Percentage

| | |
|--------------|------|
| As scheduled | 100% |
|--------------|------|

Terms & Conditions

Right to Audit
C4

EXHIBIT D

Standard Blanket Contract Number: N580000B

Amendment Number: 001

Part Number: 000000025160694

LINE ITEM DETAIL

DELPHI*Delphi Automotive Systems LLC*

Automotive Systems

This Line Item is effective from 01-Aug-1998 through 31-Dec-2000

Part Description: RESERVOIR-F/PMP FUEL
Amendment Reason: Expiration Date ExtendedManufacturing DUNS Number:
00932543663

Supplier Name and Manufacturing Address:

NU TECH PLASTICS ENGINEERING
8018 EMBURY
GRAND BLANC, MI 48439
UNITED STATES

Buyer Name:

Arens, Lynn
Buyer Code: CFF
Phone: 810-257-8305
Fax: 810-257-8016Drawing Date: 11-22-94
Hazardous Material Indicator: N

Terms and Conditions

This Period effective from 03-May-1999 through 31-Dec-2000

| | |
|--------------------|---|
| Freight Terms: | Collect |
| Payment Terms: | (M32) MNS-2, On average, payment shall be made on the second day of the second month following Buyer's receipt date of goods or services. |
| Delivery Terms: | FREE ON BOARD-USA/CANADA/MEXICO |
| Delivery DUNS: | 00932543663 |
| From DUNS: | 00932543663 |
| Delivery Capacity: | 14,000 |
| Hours Per Day: | 16 |
| Price Type: | Expendable |

030047-000760

EXHIBIT E

Contract Header Page: 1 of 1

CONTRACT HEADER

DELPHI

Delphi Automotive Systems LLC

Automotive Systems

SUPPLIER NAME AND ADDRESS INFORMATION:

DUNS Number: 00932543663
RAPID PRODUCT TECHNOLOGIES PLT 2
8018 EMBURY RD
GRAND BLANC, MI 48439
UNITED STATES

Mailing Address Information:
8018 EMBURY RD
GRAND BLANC, MI 48439
UNITED STATES

| | |
|--------------------------------|-------|
| Contract Header Number: | N5800 |
|--------------------------------|-------|

This contract sets forth the exclusive terms and conditions under which seller shall sell and buyer shall purchase the goods or services described in the line item detail of this contract for the period(s) specified therein. Terms and conditions proposed by seller which are different from or in addition to the provisions of this contract are unacceptable to buyer, are expressly rejected by buyer, and shall not become a part of this contract. Any modification of this contract shall be made only in accordance with the provisions of paragraph 31 of the contract terms and conditions.

Contract Line Item Page:

1 of 2

Issue Date: 15-Jan-2000

Standard Blanket Contract Number: N580000B

Amendment Number: 003
Part Number: 000000025160694

LINE ITEM DETAIL

DELPHI*Delphi Automotive Systems LLC*

Automotive Systems

This Line Item is effective from **01-Aug-1998** through **15-Jan-2000****Part Description:** RESERVOIR-F/PMP FUEL**Amendment Reason:** DUNS Transfer Update**Manufacturing DUNS Number:**

00932543663

Supplier Name and Manufacturing Address:

RAPID PRODUCT TECHNOLOGIES PLT 2

8018 EMBURY RD

GRAND BLANC, MI 48439

UNITED STATES

Buyer Name:

Arens, Lynn

Buyer Code: CFF**Phone:** 810-257-8305**Fax:** 810-257-8016**Drawing Date:** 02-10-99**Hazardous Material Indicator:** N**Line Item Notes:**

11-3-99 Amendment created to allow for reprint of purchase order.

Terms and Conditions:

This Period effective from **03-May-1999** through **15-Jan-2000****Freight Terms:** Collect**Payment Terms:** (M32) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.**Delivery Terms:** FREE ON BOARD (FOB) - USA/CANADA/MEXICO**Delivery DUNS:** 00932543663**Ship From DUNS:** 00932543663**Daily Capacity:** 14,000**Hours Per Day:** 16**Price Type**

030047-000601

Expendable

Contract Line Item Page: 2 of 2

Issue Date: 15-Jan-2000

Standard Blanket Contract Number: N580000B

Amendment Number: 003
Part Number: 000000025160694

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in **USD**

Base Price: 1.860000

| | |
|---------------------|----------|
| Total Price: | 1.860000 |
| UOM: EACH | |

Receiving Plants and Plant Percentage

As scheduled 100%

Terms & Conditions:

Right to Audit
C4

Contract Attachment Page: 1 of 1

CONTRACT ATTACHMENT

DELPHI

Delphi Automotive Systems LLC

Automotive Systems

Contract Header Number: N5800

| Contract Terms & Conditions: Short Description | Detailed Description |
|---|-----------------------------|
|---|-----------------------------|

030047-000603